

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 7	
2. Amendment/Modification No.  01		3. Effective Date  2003OCT21		4. Requisition/Purchase Req No.  SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM WARREN BLDG 231 SFAE-GCS-W-BCTP KELVIN MAGEE (586)753-2086 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: MAGEEK@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA DETROIT U.S. ARMY TANK & AUTOMOTIVE COMMAND (TACOM) ATTN: DCMAE-GJD WARREN, MI 48397-5000		Code S2305A	
				SCD A PAS NONE ADP PT SC1012			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  GM GDLS DEFENSE GROUP LLC, JOINT VENTURE 14920 TWENTY-THREE MILE ROAD SHELBY TOWNSHIP, MI. 48315				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-00-D-M051/0011	
TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/>		10B. Dated (See Item 13) 2003SEP23	
Code INLE2		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) ACRN: AA NET INCREASE: \$392,135.00							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.							
KIND MOD CODE: 3							
<input checked="" type="checkbox"/> A. This Change Order is Issued Pursuant To: FAR 52.243-1 Changes - Fixed Price The Changes Set Forth In Item 14 Are Made In The Contract/Order No. In Item 10A.							
<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).							
<input type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:							
<input type="checkbox"/> D. Other (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  SEE SECOND PAGE FOR DESCRIPTION							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) VIVIAN L. NORDAUNE NORDAUNV@TACOM.ARMY.MIL (586)753-2068			
15B. Contractor/Offeror  (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America  By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed  2003OCT21	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE07-00-D-M051/0011 <b>MOD/AMD</b> 01	<b>Page</b> 2 <b>of</b> 7
<b>Name of Offeror or Contractor:</b> GM GDLS DEFENSE GROUP LLC, JOINT VENTURE		

SECTION A - SUPPLEMENTAL INFORMATION

PROGRAM: STRYKER ARMORED VEHICLES

1. This Modification 01 to Delivery Order 0011 under Requirements Contract DAAE07-00-D-M051 is a supplemental agreement.
2. The contractor submitted proposal number CCP 170 (BCT: 03-0788), dated 10 July 2003, for the delivery and installation of Full Function Crew Stations hardware.
3. In accordance with FAR Clause 52.243-1 entitled "Changes - Fixed Price", this modification requires the contractor to deliver and install Full Function Crew Station (FFCS) hardware into 420 Infantry Carrier Vehicles (ICVs).
4. The contractor shall deliver and install a quantity of two (2) Full Function Crew Stations into 420 ICVs as follows:
  - a. A quantity of 166 ICVs acquired under Delivery Order 0002. These vehicles shall be retrofitted with FFCS at Fort Lewis, WA no later than 30 November 2004. The parties agree the completion date is subject to change in the event the vehicles are not available for retrofit by 15 November 2004.
  - b. A quantity of 104 ICVs acquired under Delivery Order 0010. These vehicles shall be retrofitted with FFCS at Fort Lewis, WA no later than 30 January 2004. The parties agree the completion date is subject to change in the event the vehicles are not available for retrofit by 15 January 2004.
  - c. A quantity of 16 ICVs acquired under Delivery Order 0010. The FFCS hardware shall be applied to these ICVs in production in accordance with the Delivery Order 0010 production schedule.
  - d. A quantity of 134 ICVs acquired under Delivery Order 0019. The FFCS hardware shall be applied to these ICVs in production in accordance with the Delivery Order 0019 production schedule.
5. The Government will provide the following Government Furnished Equipment:
  - a. Description: Control Intercom Sets; Quantity: 840 each; Part Number: A3205746.
  - b. Description: Cable Assembly Special Purpose; Quantity: 840 each; Part Number: A3206444.
6. Inspection / Acceptance:
  - a. The FFCS hardware to be retrofitted into previously accepted vehicles shall be inspected and accepted at Destination.
  - b. The FFCS hardware installed during production shall be inspected and accepted at Origin.
7. As part of this modification, the contractor shall incorporate the IETM, and Paper 10 Technical Manual Updates associated with the FFCS hardware into CDRL A020.
8. The Contractor agrees to deliver and install the Full Function Crew Station at a Not-to-Exceed (NTE) Ceiling Price of \$784,271. The Limitation of Government Liability is established at \$392,135.
9. The following clauses apply to this modification:
 

FAR 52.216-24 Limitation of Government Liability  
DFARS 252.217-7027 Contract Definitization
10. The definitive modification is planned to be on a Firm Fixed Price (FFP) basis with the following definitization schedule:
 

Projected Award Date:	26 September 2003
Proposal Receipt Date:	1 December 2003
Completion of Negotiations Date:	9 January 2004
Modification Definitization Date:	19 January 2004
11. Section B is revised to establish CLIN 9001AA for this undefinitized action.
12. As a result of this Modification 01, the total amount obligated to Delivery Order 0011 is increased by \$392,135.00. Except as specifically stated above, all other terms and conditions of Delivery Order 0011 remain unchanged and in full force and effect.



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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP LLC, JOINT VENTURE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
9001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS  SECURITY CLASS: Unclassified  CLIN Added by Modification 01.  UNDEFINITIZED ACTION  (End of narrative B001)				
9001AA	<u>SERVICES LINE ITEM</u>  NOUN: FULL FUNCTION CREW STN - NTE PRON: X13GX282X1 PRON AMD: 01 ACRN: AA AMS CD: 31107180008  This is an Not To Exceed (NTE) price for the hardware and non-recurring labor cost for the delivery and installation of a total quantity of (2) Full Function Crew Stations (FFCS) into each of the 420 Infantry Carrier Vehicles acquired or to be acquired under Delivery Orders 0002, 0010, and 0019 as follows:  a. 166 ICVs, acquired under Delivery Order 0002, shall be retrofitted at Fort Lewis, WA no later than 30 November 2004.  b. 104 ICVs, acquired under Delivery Order 0010, shall be retrofitted at Fort Lewis, WA no later than 30 January 2004.  c. 16 ICVs, acquired under Delivery Order 0010, shall have FFCS applied during production in accordance with the current Delivery Order 0010 production schedule.  d. 134 ICVs, acquired under Delivery Order 0019, shall have FFCS applied during production in accordance with the current Delivery Order 0019 production schedule.  (End of narrative B002)  Inspection/Acceptance:  a. FFCS hardware installed in previously accepted vehicles shall be inspected/accepted at Destination.  b. FFCS hardware installed during production shall be inspected/accepted at Origin.				\$ 392,135.00

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP LLC, JOINT VENTURE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>(End of narrative B003)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH      PERF COMPL <u>REL CD</u>      <u>QUANTITY</u>      <u>DATE</u> 001      0      30-NOV-2004</p> <p>\$      392,135.00</p>				

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SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM MIPR	OBLG STAT/ ACRN JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
9001AA	X13GX282X1 31107180008	AA 1 3GXP48	0.00	392,135.00	392,135.00
NET CHANGE				392,135.00	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AA	21 32033000035R5R07P31107131E9 S20113	W56HZV	392,135.00
NET CHANGE				392,135.00

PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
30,834,432.00	392,135.00	31,226,567.00
NET CHANGE FOR AWARD:		

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE07-00-D-M051/0011 <b>MOD/AMD</b> 01	<b>Page</b> 7 <b>of</b> 7
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SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1 CHANGED 52.216-24		LIMITATION OF GOVERNMENT LIABILITY	APR/1984
(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$392,135 dollars.			
(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$392,135 dollars.			
(End of clause)			
I-2 CHANGED 252.217-7027		CONTRACT DEFINITIZATION	OCT/1998
(a) A Firm Fixed Price contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a Firm Fixed Price proposal and cost or pricing data supporting its proposal.			
(b) The schedule for definitizing this contract action is as follows:			
	Target Date for Definitization:	19 January 2004	
	Submission of Proposal:	1 December 2003	
	Beginning of Negotiations:	15 December 2003	
	Submission of Make-or-Buy:	N/A	
	Submission of Subcontracting Plan:	N/A	
	Submission of Cost and Pricing Data:	TBD	
(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.			
(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-			
(i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);			
(ii) All clauses required by law as of the date of the Contracting Officer's determination; and			
(iii) Any other clauses, terms, and conditions mutually agreed upon.			
(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.			
(d) The definitive contract resulting from this undefinitized contract action will include a negotiated price in no event to exceed \$784,271.			
[End of Clause]			